



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 02, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 July 2, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

CALIFORNIA DEPARTMENT OF WATER RESOURCES
LOCAL LEVEE EVALUATION GRANT
ACCEPTANCE OF A GRANT FOR COMPTON CREEK AND DOMINGUEZ CHANNEL FLOOD
RISK MITIGATION ALTERNATIVES STUDY
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)

SUBJECT

This action is to accept the Local Levee Critical Repair and Local Levee Evaluation Grant under Proposition 84 for the Compton Creek and Dominguez Channel Flood Risk Mitigation Alternatives Study by the Los Angeles County Flood Control District and authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a Grant Funding Agreement with the California Department of Water Resources to obtain funding in the amount of \$1,684,814 for the Compton Creek and Dominguez Channel Flood Risk Mitigation Alternatives Study.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt the Resolution (Enclosure A) accepting grant funding under the Local Levee Critical Repair and Local Levee Evaluation Grant in the amount of \$1,684,814 for the Compton Creek and Dominguez Channel Flood Risk Mitigation Alternatives Study.
3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a Grant Funding Agreement with the California Department of Water Resources to execute

amendments as may be necessary to complete the project as described in this letter, including extensions of time, minor changes in project scope, and alterations in the project budget or grant amount of up to 10 percent, subject to approval of such documents by County Counsel, and to sign and submit requests for reimbursement to the State in accordance with the Grant Funding Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the proposed project is exempt from the California Environmental Quality Act (CEQA); to adopt a Resolution to accept the Local Levee Critical Repair and Local Levee Evaluation Grant (Grant); and to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to execute, on behalf of the LACFCD, a Grant Funding Agreement substantially similar to the enclosed Grant Agreement (Enclosure B) with the California Department of Water Resources (State).

The Grant was awarded to the LACFCD, in the amount of \$1,684,814 for the Compton Creek and Dominguez Channel Flood Risk Mitigation Alternatives Study (Study). The Study will identify, analyze, and rank alternatives to mitigate channel deficiencies identified by the LACFCD for levees along segments of the Compton Creek and the Dominguez Channel. The Study is being performed in connection with a Levee Certification Program resulting from a Federal Emergency Management Agency (FEMA) map modernization effort. The Levee Certification Program showed that while the levees are structurally sound, they were found to no longer be able to contain FEMA's 100-year flood as described in FEMA's Flood Plain Management Regulations (44 CFR 65.10 - Mapping of areas protected by levee systems). As a result, it is anticipated that FEMA will designate large areas behind the levees as flood zones. The purpose of the Study is to investigate a broad range of potential solutions, including increasing channel capacity through channel modifications and decreasing peak flows by constructing detention basins throughout the watershed. The Study will also explore multibenefit components, such as habitat enhancement, open space preservation, and recreational improvements.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3) by actively seeking grant funds to augment the County's funding sources and reduce flooding hazards throughout the area.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of completing the Study is estimated at \$3,100,000. A total of \$2,900,000 has been allocated and spent in the current and previous years' fiscal years. The remaining \$200,000 is included in the Fiscal Year 2013-14 Recommended Flood Control District Fund Budget. Upon award of the Local Levee Evaluation Grant, the reimbursement to the LACFCD could be up to \$1,684,814.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 14, 2012, the Board adopted a Resolution authorizing the Chief Engineer of the LACFCD to apply for this grant.

The Honorable Board of Supervisors
7/2/2013
Page 3

The Grant Agreement has been reviewed and approved as to form by County Counsel.

On July 11, 2000, the Board approved guidelines for the acceptance of State grants of \$100,000 or more. These guidelines require that County departments prepare a Grant Management Statement for the review prior to conducting activities covered under this Grant. Accordingly, the Grant Management Statement for the Grant is included as Enclosure C.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are categorically exempt from the CEQA. The Study is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15306 of the CEQA Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, the Study is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Adoption of this Resolution will not have an impact on current services or projects currently planned. Projects proposed in the completed Study, if and when approved by the Board, would enhance the quality of life for the residents by preventing potential flooding in the Carson, Compton, Gardena, Long Beach, Los Angeles, and unincorporated areas.

CONCLUSION

Please return three adopted copies of this letter and three copies of the signed Resolution and Grant Agreement to the County of Los Angeles Department of Public Works, Watershed Management Division.

Respectfully submitted,



GAIL FARBER

Director

GF:GH:sw

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

RESOLUTION NO. ____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES, CALIFORNIA, ACTING AS THE GOVERNING BODY OF THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, ACCEPTING A LOCAL
LEVEE CRITICAL REPAIR AND LOCAL LEVEE EVALUATION GRANT UNDER THE
SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL,
AND RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)
FOR THE COMPTON CREEK AND DOMINGUEZ CHANNEL FLOOD RISK
MITIGATION STUDY**

WHEREAS, the Los Angeles County Flood Control District (LACFCD) is currently performing the Compton Creek and Dominguez Channel Flood Risk Mitigation Study (Study); and

WHEREAS, the Study is eligible for the award of grant funds authorized under Proposition 84; and

WHEREAS, the California Department of Water Resources has been delegated the responsibility for the administration of the grant program authorized under Proposition 84 and has awarded grant funding to the LACFCD for the Study; and

WHEREAS, the grant implementation procedures established by the California Department of Water Resources require that an applicant's governing board adopt a Resolution accepting the grant funding from the California Department of Water Resources; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the LACFCD, hereby:

1. Accepts the grant funds awarded by the California Department of Water Resources for the Study pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006;
2. Authorizes the Chief Engineer of the LACFCD or a designee to negotiate and enter into a Grant Funding Agreement with the California Department of Water Resources, and amendments to the Grant Funding Agreement, as necessary, to complete the Study, including extensions of time, minor changes in project scope, and alterations in the grant amount up to ten percent, subject to approval of such documents by County Counsel;
3. Authorizes the Chief Engineer or a designee to sign and submit requests for reimbursement to the California Department of Water Resources in accordance with the Grant Funding Agreement.

The foregoing Resolution was adopted on the 2nd day of July, 2013,
by the Board of Supervisors of the County of Los Angeles acting as the governing body
of the Los Angeles County Flood Control District.



SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

Sachelle Amithuman
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By

[Signature]
Deputy

LIA:sw

P:\wmpub\Secretarial\2013 Documents\Board Letters\LOLE Grant\LOLE Enc A.docx

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND

Los Angeles County Flood Control District

FOR A LOCAL LEVEE EVALUATION GRANT
FOR THE
Compton Creek and Dominguez Channel Flood Risk Mitigation Alternatives Study

A PART OF THE
LOCAL LEVEE ASSISTANCE PROGRAM
UNDER
PROPOSITION 84 OF 2006
SECTION 75032, CALIFORNIA PUBLIC RESOURCES CODE

TABLE OF CONTENTS

| | Page |
|---------------------------------------------------------------|------|
| 1. PURPOSE OF FUNDING | 2 |
| 2. TERM OF FUNDING AGREEMENT | 2 |
| 3. PROJECT SCHEDULE | 2 |
| 4. PROJECT COST | 2 |
| 5. LIMIT ON STATE FUNDS | 2 |
| 6. FUNDING RECIPIENT'S COST | 2 |
| 7. ELIGIBLE PROJECT COSTS | 2 |
| 8. COST SHARING | 3 |
| 9. FUNDING RECIPIENT'S RESPONSIBILITY FOR WORK | 3 |
| 10. RELATIONSHIP OF PARTIES | 3 |
| 11. PERFORMANCE AND ASSURANCES | 3 |
| 12. REQUIREMENTS FOR DISBURSEMENT | 3 |
| 13. ADVANCE WORK APPROVALS BY STATE | 4 |
| 14. STATEMENT OF COSTS | 4 |
| 15. DISBURSEMENT | 6 |
| 16. RETENTION | 6 |
| 17. WITHHOLDING OF FUNDING DISBURSEMENT BY STATE | 6 |
| 18. DEFAULT PROVISIONS AND DISPUTE RESOLUTION | 7 |
| 19. SUBMISSION OF INFORMATION BY THE FUNDING RECIPIENT. | 8 |
| 20. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS | 9 |
| 21. PROJECT MANAGERS | 10 |
| 22. NOTICES | 10 |
| 23. INCORPORATION OF EXHIBITS | 11 |
| 24. MODIFICATION OF OVERALL WORK PLAN | 11 |
| 25. FUNDING RECIPIENT COMMITMENTS | 12 |
| 26. ADDITIONAL AUDIT PROVISIONS | 12 |
| EXHIBIT A | A1 |
| EXHIBIT B | B1 |
| EXHIBIT C | C1 |
| EXHIBIT D | D1 |

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

FUNDING AGREEMENT BETWEEN
STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND

Los Angeles County Flood Control District

FOR A LOCAL LEVEE EVALUATION PROJECT

FUNDED UNDER THE
LOCAL LEVEE ASSISTANCE PROGRAM
PROPOSITION 84 OF 2006
SECTION 75032, CALIFORNIA PUBLIC RESOURCES CODE

THIS FUNDING AGREEMENT, entered into by and between State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the Los Angeles County Flood Control District, a public agency in Los Angeles County, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

The terms listed below shall have the meaning indicated wherever used in this Funding Agreement:

"Eligible Project Costs": The reasonable and necessary actual costs associated with the Project which are described in paragraph 7.

"Evaluation Report": The report required by paragraph 19(c).

"Funding Recipient": A public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which is the signatory to the Funding Agreement, and its successors and assigns.

"Overall Work Plan": The plan described in paragraph 19(a) and Exhibit C.

"Project": The local levee evaluation described in the Overall Work Plan.

"Project Completion Report": The report required by paragraph 19(d) and further described in Exhibit B.

"Progress Reports": The reports required by paragraph 19(b) and further described in Exhibit B.

"State": The State of California, acting by and through the Department of Water Resources.

"Statement of Costs": A Statement of incurred Eligible Project Costs submitted pursuant to paragraph 14.

1. **PURPOSE OF FUNDING.** These funds are made available by the State to the Funding Recipient to assist in financing a Local Levee Evaluation project pursuant to Section 75032, California Public Resources Code. Funds may be used only as provided in this Funding Agreement for Eligible Project Costs for the Project described in Exhibit C, Overall Project Work Plan, Budget, and Schedule. Funding Recipients are limited to \$2 million from the State, per fiscal year, for the State share of costs for all of Funding Recipient's projects.
2. **TERM OF FUNDING AGREEMENT.** The term of the Funding Agreement shall begin from the latest date of execution by the Department of Water Resources and shall remain in effect up to 6 months following the completion date provided in the Overall Work Plan (Exhibit C).
3. **PROJECT SCHEDULE.** Funding Recipient shall diligently perform or cause to be performed all Project work in accordance with the Project Schedule set forth in Exhibit C or as otherwise approved by the State in writing.
4. **PROJECT COST.** The reasonable cost of the Project is estimated to be \$3,063,299.
5. **LIMIT ON STATE FUNDS.** Pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 and subject to the availability of funds, State will provide to Funding Recipient in accordance with the terms of this Funding Agreement for the State cost share an amount not to exceed \$1,684,814, except as provided in paragraph 24. Funding recipients will only be entitled to State funds for Eligible Project Costs, as defined in paragraph 7, and calculated in accordance with the cost sharing provisions in paragraph 8. The State may, without requiring an amendment to this Funding Agreement, increase or decrease this amount only as provided for in paragraph 24.
6. **FUNDING RECIPIENT'S COST.** Funding Recipient agrees to fund the difference, if any, between the actual Project costs and the amount paid by the State for its share of Eligible Project Costs.
7. **ELIGIBLE PROJECT COSTS.** Funding Recipient shall use State funds received only for Eligible Project Costs.

Eligible Project Costs include only the reasonable and necessary actual costs directly related to the tasks of:

- a) Conducting rotary wash drilling, core drilling, cone penetration, or other acceptable tests;

- b) Performing laboratory tests on the resulting samples;
- c) Performing engineering analyses and reporting on the resulting data;
- d) Temporary right of way for performing the work; and
- e) Progress Reports, the Project Completion report, and the Evaluation Report.

Reimbursement for administrative costs and overhead, unless separately reported, will be considered to be included in the amounts paid for field testing, laboratory testing, and evaluation and reporting.

8. **COST SHARING.** Eligible Project Costs will be shared by the State and the Funding Recipient on the following basis:

The State shall pay a base cost-share of 50% of the Eligible Project Costs. An additional 5% cost-share increase beyond the base for an open space and recreation objective are allowed through the Department Cost-share Formula. The total State cost-share shall be 55% of the Eligible Project Costs not to exceed the grant amount in Article 8 except by amendment of this agreement. The Funding Recipient shall be responsible for all remaining Project Costs. At project closeout, the State will review actual expenditures towards the open space and recreation enhancements and may alter the State Cost-share based on the final contribution to the enhancement made by the Funding Recipient. The State cost-share for this agreement shall not exceed the amount in paragraph 5, except by amendment of this agreement. Costs eligible for reimbursement under this Grant Agreement include only the actual cost of the evaluation or study for the Project in accordance with the approved Work Plan, including contract administration.

All Eligible Project Costs will be paid as reimbursement for performing all or part of a task or item in the Project budget. Except as otherwise provided in paragraph 24, cost overruns or underruns require an amendment to this agreement as provided in Article A-3.

The State will disburse not more frequently than monthly, but at least quarterly, in arrears of costs eligible for reimbursement to the Funding Recipient, subject to paragraphs 12, 14, and A-6.

9. **FUNDING RECIPIENT'S RESPONSIBILITY FOR WORK.** Funding Recipient shall be responsible for the work described in the Overall Work Plan and for persons or entities engaged in the work, including, but not limited to, subcontractors, suppliers, and providers of services. Funding Recipient shall give personal supervision to any work required under this Funding Agreement or employ a competent representative, satisfactory to State, with the authority to act for Funding Recipient. Funding Recipient or its authorized representative shall

be present while work is in progress. Funding Recipient shall give attention to fulfillment of the Funding Agreement and completion of the Project, and shall keep work under control. Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with Funding Recipient's contractors and subcontractors. State will not mediate disputes between Funding Recipient and any other entity concerning responsibility for performance of work.

10. RELATIONSHIP OF PARTIES. Funding Recipient is acting in an independent capacity and is solely responsible for the Evaluation Project. Review or approval of plans, specifications, or other implementation documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict Funding Recipient's responsibility.
11. PERFORMANCE AND ASSURANCES. Funding Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Work Plan and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
12. REQUIREMENTS FOR DISBURSEMENT. Funding Recipient shall meet all conditions precedent to the disbursement of money under this Funding Agreement. Failure by Funding Recipient to comply may, at the option of State, result in termination of the Funding Agreement and funds withheld per paragraph 18. State shall have no obligation to disburse money under this Funding Agreement unless and until the disbursement is in accordance with requirements of the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 and:
 - a) Funding Recipient has provided a copy of a resolution adopted by its governing body accepting the funds awarded for the project, and designated a representative to execute this Funding Agreement and to sign requests for disbursement of State funds. The resolution must be substantially the same as the draft resolution provided in Exhibit D to this Funding Agreement.
 - b) Funding Recipient has demonstrated compliance with (i) all applicable requirements of the CEQA and NEPA and submitted copies of any environmental documents (including, but not limited to, any environmental impact report(s), environmental impact statement(s), environmental assessment(s), negative declaration(s), CEQA findings, project approvals and permits, and mitigation monitoring plan(s), as appropriate); and (ii) all other applicable state and federal environmental requirements (including, but not limited, to requirements under the federal Clean Water Act, the federal Endangered Species Act and the California Fish & Game Code)

and submitted copies of the appropriate environmental permits, authorizations and agreements.

- c) Funding Recipient has timely submitted periodic Progress Reports as required by paragraph 19.
13. **ADVANCE WORK APPROVALS BY STATE.** At least forty-five days prior to disbursement of funds by State, Funding Recipient shall submit to State the project documents for the Evaluation Project certified by a California Registered Civil Engineer as to compliance with the approved Project as defined in paragraph 1. No disbursements of funds for the work described will be made until the State has approved the evaluation plans. To the extent these signed plans have not changed since they were submitted during the application process, no updating is necessary. If the plans have changed, they must be updated and signed by a California Registered Civil Engineer.
14. **STATEMENT OF COSTS.** Funding Recipient shall provide State with a statement or statements of incurred Eligible Project Costs. The Statement of Costs will be considered a request for reimbursement and must be accompanied by a Progress Report covering the time period for which reimbursement is sought in the form described in Exhibit B, and referring to project milestones reached during that time period.
- a) Statements of Costs shall be filed quarterly. Funding Recipient shall provide a statement of the incurred Eligible Project Costs for work performed in the evaluation Project during the period identified in the particular statement. Each Statement of Costs shall also include: (1) information required to verify that claimed costs were incurred, such as contractor and vendor invoices and receipts for equipment and supplies; (2) a statement of Funding Recipient's payments made to cover its share of Eligible Project Costs, if applicable; and (3) a comparison of the actual incurred Eligible Project Costs with those projected in the Work Plan.
 - b) The State will review each Statement of Costs and corresponding Progress Report to determine whether claimed costs are, in the opinion of the State, Eligible Project Costs and whether the Funding Recipient has provided adequate information to verify that claimed expenses were incurred.
 - c) State may reject a Statement of Costs if: (1) it is submitted without signature; (2) it is submitted under signature of a person other than Funding Recipient's duly authorized representative; or (3) Funding Recipient fails to timely submit a final Statement of Costs within the time period specified in paragraph 14(f). State will notify Funding Recipient of any Statement of Costs so rejected, and the reasons therefore. State may withhold up to 100 percent of payment for a specific statement of cost if the progress of the Project is not satisfactory.

- d) A Statement of Costs containing a mathematical error will be corrected by State, after telephone notification to Funding Recipient, and will thereafter be treated as if submitted in the corrected amount. State shall provide Funding Recipient with notification of the corrected Statement of Costs.
 - e) State shall notify Funding Recipient, whenever, upon review of a Statement of Costs, State determines that any portion or portions of the costs claimed: (1) are ineligible to be paid under Federal or State law, or the terms of this Funding Agreement; (2) do not constitute Eligible Project Costs approved by State for funding under the terms of this Funding Agreement; or (3) are not supported by invoices or receipts acceptable to State. Funding Recipient may, within thirty (30) days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to timely submit adequate documentation curing the deficiency(ies), State will adjust the pending Statement of Costs by the amount of the ineligible and/or unapproved cost(s). Funding Recipient may continue to submit additional documentation in support of rejected cost(s) and may include such cost(s) with additional supporting documentation on a subsequent Statement of Costs. Disputes concerning whether costs are Eligible Projects Costs and have been adequately documented will be resolved in accordance with the dispute resolution process set forth in paragraph 18.
 - f) A Project will be considered completed when the final statement of Eligible Project Costs is provided to the State pursuant to paragraph 16 is approved by the State. Upon completion or termination of the Project Funding, Recipient shall furnish to State, within sixty (60) days, a final Statement of Costs, for the Project. Periodic cost statements and the final Statement of Costs shall clearly delineate those costs claimed for reimbursement from the State's funding amount and those costs that represent Funding Recipient's costs.
 - g) All Statements of Costs shall be accompanied by a statement signed by the Funding Recipient's Project Manager that the statement is correct to the best of his or her knowledge and belief after an investigation that is reasonable under the circumstances and is submitted under penalty of perjury.
 - h) At the sole discretion of the State, the State may modify the requirements for preparation and submittal of Statements of Costs in order to improve administration of the Local Levee Assistance Program or ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.
15. **DISBURSEMENT.** Consistent with paragraph 12, State shall disburse to Funding Recipient the amounts approved, subject to the availability of funds. Funds shall be disbursed by State in accordance with the cost-sharing provisions

in paragraph 8, the relative payment obligations of Funding Recipient, paragraph 6, and State, paragraph 5, up to the Total Project Cost, paragraph 4. Any and all money disbursed to Funding Recipient under this Funding Agreement and any and all interest earned by Funding Recipient on such money shall be used solely to pay Eligible Project Costs.

16. RETENTION. From each disbursement of funds for Eligible Project Costs the State shall withhold ten percent (10 %) of the State share until the Project is completed. A Project shall not be considered completed until: (1) work on the Project has been completed to the State's satisfaction per paragraph 11; (2) an Evaluation Report has been completed to the State's satisfaction; and (3) a final Statement of Costs has been submitted for Eligible Project Costs.
17. WITHHOLDING OF FUNDING DISBURSEMENT BY STATE.
 - a) Conditions of Withholding. If the State determines that the Project is not being implemented substantially in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply substantially with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the funding commitment and take any other action that it deems necessary to protect its interests.
 - b) Withholding the Entire Funding Amount. If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to paragraph 17(a), this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement.
 - c) Withholding Balance of Funding Amount. Where a portion of the Funding Commitment has been disbursed to Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17(a), the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient, as directed by State. Refusal of Funding Recipient to repay may, at the option of State, be considered a breach of agreement and may be treated as default under paragraph 18.
18. DEFAULT PROVISIONS AND DISPUTE RESOLUTION. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

- a) Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
- b) Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement; or
- c) Failure to make any remittance required by this Funding Agreement.

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient ten or more days to cure the default from the date the notice of default is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any or all of the following:

- d) Declare the funds be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default;
- e) Terminate any obligation to make future payments to Funding Recipient;
- f) Terminate the Funding Agreement; and
- g) Take any other action that it deems necessary to protect its interests, including but not limited to completing the work and requiring the Funding Recipient to pay the cost of the work, less the State cost share.

Any claim that Funding Recipient may have regarding the performance of this Funding Agreement including, but not limited to claims for an extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to the Funding Agreement to implement the terms of any such resolution.

In the event State finds it necessary to enforce any provision of this Funding Agreement in a court of law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

19. SUBMISSION OF INFORMATION BY THE FUNDING RECIPIENT.

- a) Overall Work Plans: An Overall Work Plan, Budget, and Schedule for the Project are included as Exhibit C to this Funding Agreement. The Work Plan includes a task breakdown and diagram showing and describing all

activities expected to occur during the evaluation, cost estimates for each task, and the amount will be funded with State funds.

- b) Progress Reports: Funding Recipient shall submit progress reports on the status of the Project to State. Progress reports shall be filed quarterly. The submittal and approval of these reports is a requirement for continued disbursement of State funds. Progress reports shall summarize the work completed during the reporting period, include a statement of evaluation progress compared to the Project schedule, a discussion of whether milestones have been completed and provide a comparison of costs to date compared to the approved scope of work and Project budget as well as evidence the Funding Recipient will have sufficient funds to pay its share of the Eligible Project Costs required to complete the Project. Progress reports shall be in the form described in Exhibit B, Report Formats.
 - c) Evaluation Report: Funding Recipients shall submit an Evaluation Report upon completion of the evaluation. For geotechnical studies, this report shall include the location of all test sites, completed data from field and laboratory tests performed, engineering analyses of the results. For hydraulic studies, this report shall include all considered hydraulic impacts, modeling data, and engineering analyses of the results. For feasibility studies, this report shall include the basis for all considered alternatives and engineering evaluations related to the assessment of alternatives. The Evaluation Report format is described in Exhibit B.
 - d) Project Completion Report: Funding Recipient shall submit a Project Completion Report within ninety (90) calendar days of completion of all tasks associated with the Project. The Final Project Report shall include a description of actual evaluation work done, a description of expenditures, a final schedule showing actual evaluation work completed versus planned evaluation work, copies of any final documents or reports generated or utilized during the Project, a discussion of problems that occurred during the work and how the problems were resolved and an analysis of project (repair or improvement) work needed to address the evaluation results. The Project Completion Report format is described in Exhibit B.
 - e) Compliance with Executive Order S-02-07: At the sole discretion of the State, the State may modify the requirements for preparation and submittal of work plans and reports called for in this Funding Agreement in order to improve administration of the Local Levee Assistance Program or ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.
20. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Funding Recipient shall be responsible for obtaining any and all permits, licenses, and

approvals required for performing any work under this Funding Agreement, including those necessary to perform evaluation work. Funding Recipient shall be responsible for observing and complying with any applicable federal, state and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.

Pursuant to the provisions of Prop. 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code Section 75001 *et seq.*, the Funding Recipient must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5. Written evidence of the Labor Compliance Program shall be submitted to the State.

Work that is subject to the California Environmental Quality Act (CEQA) and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

21. PROJECT MANAGERS. Either party may change its Project Manager upon written notice to the other party.
 - a) State's Project Manager: The Chief, Division of Flood Management, Department of Water Resources has ultimate authority over the Local Levee Program. The Chief may delegate any responsibility to the State's Project Manager who shall be State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Funding Agreement.

- b) Funding Recipient's Project Manager: Funding Recipient's Project Manager shall be Terri Grant, Project Manager. Funding Recipient's Project Manager shall be the Agency's representative for the administration of the Funding Agreement and shall have full authority to act on behalf of the Agency, including authority to execute all payment requests.

22. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission, followed by submittal of a hard copy. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given five (5) business days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the following addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below:

State of California
Department of Water Resources
Division of Flood Management
3464 El Camino Ave, Suite 200
Sacramento, California 95821-9000
Local Levee Assistance Program
Attention: David Wright, Program Manager

Los Angeles County
Flood Control District
Terri Grant, Project Manager
Watershed Management Division, 11th Floor
P.O. Box 1460
Alhambra, CA 91802-1460

23. INCORPORATION OF EXHIBITS. This Funding Agreement incorporates:

Exhibit A, Standard Conditions
Exhibit B, Report Formats
Exhibit C, Overall Work Plan, Budget, and Schedule
Exhibit D, Draft Resolution Accepting Funds

24. **MODIFICATION OF OVERALL WORK PLAN.** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibit C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Commitment set forth in paragraph 4. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement which is set forth in paragraph 2 of the Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

The Funding Recipient may include a contingency fund in the budget provided in Exhibit C, of up to ten percent (10%) of the overall budget. If there is a cost overrun with respect to an individual contract item or task of no more than 20% of the original estimate, the State's Program Manager may authorize the use of any available contingency fund or reallocation of unexpended funds for other individual contract items or tasks. If there is a cost overrun or decrease in allocated funds that exceeds 20% of the amount originally estimated for an individual contract item or task, the project sponsor and DWR must agree to amend the Funding Agreement.

If the Funding Recipient and the State agree to a material change with respect to the Overall Work Plan that decreases the Project Cost in paragraph 4, the parties agree there shall be proportionate reduction in the limit on state funds set forth in paragraph 5.

If the State Program Manager approves a material change pursuant to the provisions of this paragraph, the Funding Recipient shall include information regarding the material change in the reports required by this Funding Agreement. Within a reasonable time after the material change is approved, the State and the Funding Recipient shall also formally amend this Funding Agreement to reflect the material change.

25. **FUNDING RECIPIENT COMMITMENTS.** Funding Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.
26. **ADDITIONAL AUDIT PROVISIONS.** The Funding Recipient shall meet the requirements of paragraphs A-5 and A-9 of Exhibit A, Standard Conditions, and will be bound by its penalties both during the Project period and for the five (5)

years following Project completion. If a citizens' advisory committee exists or is created having the purpose of monitoring the Project, whether or not the committee has other purposes, the Funding Recipient shall permit the committee to audit the records of the Project no more often than annually during the Project period and the three (3) years following Project completion and final State disbursement of funds. The Funding Recipient shall comply with any additional audit requirements imposed by State in performing its obligation to independently audit Proposition 84 grants and annually list expenditures.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement upon the date last signed below

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCE

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By _____
Keith Swanson, Chief
Division of Flood Management

By _____
Gail Farber, Chief Engineer
Los Angeles County Flood Control District

Date: _____

Date: _____

Approved as to Legal Form
And Sufficiency:

Approved as to Legal Form:

John F. Krattli
County Counsel

By _____
Robin E. Brewer, Assistant Chief Counsel
Office of the Chief Counsel

By  _____
Deputy

Date: _____

Date: 6-24-13

EXHIBIT A

STANDARD CONDITIONS

A-1 GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

A-2 TIMELINESS: Time is of the essence in this Funding Agreement.

A-3 AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

A-4 SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

A-5 AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in paragraph A-19 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Funding Recipient shall be subject to the examination and audit of State for a period of three years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or subcontractors shall be preserved for this purpose for at least five (5) years after Project completion.

Funding Recipient is aware that special audit provisions apply to this funding commitment pursuant to Cal. Pub. Res. Code Sections 75078 and 75079 and shall cooperate fully with the State in complying with these audit provisions.

A-6 ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) Separate Accounting of Funding Disbursements and Interest Records: Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are

in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

- b) Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- c) Remittance of Unexpended Funds: Within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) days of the expiration of the Funding Agreement, whichever comes first, Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs.

A-7 COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.

A-8 INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

A-9 INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests, as provided in paragraph A-19.

A-10 ACKNOWLEDGEMENT OF CREDIT: Funding Recipient shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Funding Agreement. While the Project is underway, Funding Recipient shall install a

sign at a prominent location which shall include a statement that the Project is financed under the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, (Local Levee Assistance Program), administered by State of California, Department of Water Resources. Funding Recipient shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

A-11 TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Travel and per diem shall be reimbursed consistent with the rates current at the time of travel. These rates are published at <http://www.dpa.ca.gov/jobinfo/statetravel.shtm> or its successor website. For the purpose of computing such expenses, Funding Recipient's designated headquarters shall be: 900 S Fremont Ave., Alhambra, CA 91803. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

A-12 STATE TO BE HELD HARMLESS: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from the planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

A-13 NO THIRD PARTY RIGHTS: The parties to this Funding Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Funding Agreement, or of any duty, covenant, obligation or undertaking established herein.

A-14 OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

A-15 SUIT ON FUNDING AGREEMENT: Each of the parties hereto may sue and be sued with respect to this Funding Agreement.

A-16 REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

A-17 SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

A-18 WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

A-19 TERMINATION FOR CAUSE: The State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein provided.

A-20 INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

A-21 CONFLICT OF INTEREST

- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code Section 87100 *et seq.*

A-22 WORKERS' COMPENSATION: Funding Recipient affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer

to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Funding Agreement and will make its contractors and subcontractors aware of this provision.

A-23 AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. Section 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

A-24 NONDISCRIMINATION CLAUSE: During the performance of this Funding Agreement, Funding Recipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Funding Recipient and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Funding Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

A-25 DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. Funding Recipient's policy of maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation, and employee assistance programs, and
 - 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - 1. Will receive a copy of Funding Recipient's drug-free policy statement, and
 - 2. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

Suspension of Payments: This Funding Agreement may be subject to suspension of payments or termination, or both, and Funding Recipient may be subject to debarment if the State determines that:

- a) Funding Recipient, its contractors, or subcontractors have made a false certification, or
- b) Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted above.

A-26 UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code Section 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:

- c) No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
- d) Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

- e) Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- f) If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.

A-27 BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for the Local Levee Assistance Program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.

A-28 COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

A-29 DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide, during work on the Local Levee Evaluation project and throughout the term of this Funding Agreement, such reports, data, computer programs, information, and certifications as may be reasonably required by State.

A-30 RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act, Cal. Gov't Code Sections 6250 *et seq.* Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

A-31 DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$500 per item. Within 60 days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

A-32 CHILD SUPPORT COMPLIANCE ACT: For any Funding Agreement in excess of \$100,000, the Funding Recipient acknowledges in accordance with Public Contract Code 7110, that:

- g) The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- h) The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

A-33 PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code Section 10353.

A-34 DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the Funding Recipient certifies by signing this Funding Agreement, under penalty of perjury under the laws of State of California, that Funding Recipient is in compliance with Public Contract Code Section 10295.3.

A-35 FUNDING RECIPIENT NAME CHANGE: Approval of the State's Project Manager is required to change the Funding Recipient's name as listed on this Funding Agreement. Upon receipt of legal documentation of the name change the State will process an amendment to this funding agreement. Payment of invoices presented with a new name cannot be paid prior to approval of the amendment.

A-36 AIR OR WATER POLLUTION VIOLATION: Under State laws, the Funding Recipient shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge

prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

EXHIBIT B

REPORT FORMATS

The Local Levee Assistance Program is designed for small projects. As such, some of the reporting requirements below may not apply to certain Local Levee Assistance Program projects. In such cases, the Funding Recipient should state that the requirement is not applicable.

B-1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

The report should provide a summary of Project status. If an Applicant has more than one Local Levee Assistance Program project, all of the Applicant's Local Levee Assistance Program projects, not just the Project funded under this agreement, should be covered in the report.

PROJECT STATUS

For each project, describe the work performed during the time period covered by the report including:

PROJECT INFORMATION

- Legal matters;
- Engineering Evaluations;
- Environmental matters;
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies;
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.);
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter;
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders.
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project.

- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved

COST INFORMATION

- Listing showing costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the project and which of these costs are Eligible Project Costs;
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan;
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan; and
- A discussion of whether there have been any changes to the Funding Recipient's finance plan for payment of the Funding Recipient's share of Eligible Project Costs.

SCHEDULE INFORMATION

- A schedule showing actual progress verses planned progress;
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule; and
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule.

B-2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of two (2) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Local Levee Evaluation application;

- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement;

Reports and/or products

- Provide a copy of the final Evaluation report;
- Provide copies of any data collected;
- Discussion of problems that occurred during the work and how those problems were resolved.

Cost & Disposition of Funds Information

- A list of and copies of all invoices showing:
 - The date each invoice was submitted to State;
 - The amount of the invoice;
 - The date the check was received; and
 - The amount of the check. (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Funding Recipient for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.);
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders;
 - Any other incurred cost detail; and
 - A statement verifying separate accounting of funding disbursements.
- Summary of project cost including:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed;

- A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

Additional Information

- A final project schedule showing actual progress verses planned progress.

B-3. EVALUATION REPORT

Evaluation Reports are a critical element of a Local Levee Assistance Program project. These reports shall generally use the format below, and in all cases, the reports must meet the Department's approval. If a Funding Recipient would like to see a sample report, or needs more information about this requirement, it should contact the Department directly.

General Evaluation Report Layout:

- Background of levee condition and maintenance history;
- Nature and magnitude of problem (evaluation checklist);
- For Geotechnical Evaluations (if applicable):
 - Location of all test sites;
 - Data collected from field;
 - Laboratory test result.
- For Hydrologic and Hydraulic Evaluations (if applicable):
 - Basis for all considered hydraulic impacts;
 - Models and data.
- For Feasibility Studies (if applicable):
 - All information and data related to evaluations performed;
 - Basis for all considered alternatives;
 - Final Feasibility Study Report.

- Engineering analyses of the results
- Any other relevant information;
- Findings

EXHIBIT C

OVERALL PROJECT WORK PLAN, BUDGET AND SCHEDULE

Funding Recipient has prepared an Overall Project Work Plan, Overall Project Budget, and Overall Project Schedule. The Work Plan includes a task breakdown and diagram showing and describing all activities expected to occur during the evaluation, cost estimates for each task, and the amount that will be funded with State funds.

EXHIBIT C

OVERALL WORK PLAN BUDGET, AND SCHEDULE

C-1 OVERALL WORK PLAN

Project Summary

The Compton Creek and Dominguez Channel Flood Risk Mitigation Alternatives Study (Study) will identify, analyze, and rank alternatives to mitigate channel deficiencies identified by the Los Angeles County Flood Control District (LACFCD) for levees along segments of Compton Creek and the Dominguez Channel. The Study results from a levee certification program resulting from a Federal Emergency Management Agency (FEMA) map modernization effort. The levee certification program showed that while the levees are structurally sound, they were found to no longer be able to contain FEMA's 100 year flood as described in FEMA's 44 CFR 65.10 - Mapping of areas protected by levee systems. As a result FEMA will designate the insufficiently protected areas behind the levees as flood zones. The LACFCD's Study is investigating a broad range of potential solutions, including increasing channel capacity through channel modifications and decreasing peak flows by constructing detention basins throughout the watershed. The Study will also explore multi-beneficial components, such as habitat enhancement, open space preservation, and recreational improvements. The highest ranked solutions will be compiled into a final report anticipated to be completed in no later than Spring 2014.

The Study will include hydrologic and hydraulic analysis of the existing and proposed conditions, identification of alternatives for reducing the flood risk and determination of feasible solutions. The hydrologic and hydraulic analysis will utilize FEMA approved methods including HEC-HMS and HEC-RAS software. The alternatives will conform to the LACFCD's hydraulic, structural, geotechnical, and maintenance standards.

Potential alternatives will be identified using Graphical Information Systems (GIS) software to locate open spaces as well as input from community and watershed stakeholders. Open spaces such as parks, parking lots, and schools are being examined as potential sites for detention basins, which will detain storm water before entering the channels during large storm events. Other potential alternatives to be examined include hydraulic modifications to the channels. This Study will lead to the design and construction of the preferred alternative. Due to the analysis conducted to date critical conditions are unlikely to be discovered.

The Study will allow the process of mitigating channel deficiencies along segments of Compton Creek and Dominguez Channel to begin. This Study is urgently needed as the uncertified levees will likely result in some communities along Compton Creek and Dominguez Channel to be shown as an area of increased flood risk on the FEMA FIRMS. Additionally, potential flooding associated with the unmitigated flood risks could

cause injury, loss of life and property, and severe economic damages to the affected communities. The affected area includes single and multi-family residences, a major shopping center, oil refineries, petroleum storage facilities, vital transportation facilities, Port of Los Angeles facilities, rail yards, and various industrial and commercial structures. There are an estimated 11,000 parcels and 35,000 residents encompassing an area of approximately 11.9 square miles that would potentially be affected by flooding. The preferred solution and its implementation will minimize the length of time that affected properties are mapped as flood zones by FEMA. Once the preferred solution is implemented and the FIRMs are updated, the property owners in the affected areas will no longer have to pay flood insurance and an increased level of flood protection will be provided. Multiple alternatives will be presented at community meetings and an Advisory Committee made up of watershed stakeholders such as nongovernmental environmental organizations and community representatives such as National Flood Insurance Program (NFIP) coordinators and City Engineers. The preferred solution will take into account environmental opportunities as part of a multi-benefit approach. These opportunities include uses and features such as water conservation, water quality improvements, community enhancements, project site retrofits, recreation facilities, native vegetation, multi-use trails, stream restoration, and habitat restoration.

Task Description

Task 1 Identification of Alternatives

Alternatives must meet the primary objectives for Compton Creek and the Dominguez Channel:

1. The existing levees or any levee improvements proposed as an alternative meet the Federal levee requirements of 44 CFR 65.10 and be certified to provide protection against at least a 1% annual-chance storm.
2. Alternatives will mitigate the previously identified hydraulic deficiencies and prevent affected communities from being mapped into increased flood risk zones on the FEMA FIRM map
3. Alternatives will meet LACFCD hydraulic, structural, geotechnical, and maintenance standards, as applicable

1.1 Advisory Committee Kick-off Meeting Minutes: An Advisory Committee (AC) was formed comprised of watershed stakeholders such as Non-governmental environmental organizations and community representatives such as National Flood Insurance Program coordinators and City Engineers. The AC helped compile a preliminary list of alternatives to mitigate the identified flood risks.

1.2 Draft Technical Memo: Consultant will research additional alternatives to mitigate the identified flood risks.

1.3 AC Meeting #2 Minutes: Review alternatives identified in Tasks 1.1 and 1.2.

1.4 Draft Technical Memo for Task 2 Alternatives: The consultant will compile, document, and present all identified alternatives.

1.5 AC Meeting #3 Minutes: Review alternatives identified in Tasks 1.1 and 1.2.

1.6 AC Meeting #4 Minutes: Review alternatives identified in Tasks 1.1 and 1.2.

Task Deliverables: AC Kick-off Meeting Minutes, Draft Technical Memo, AC Meeting #2 Minutes, Draft Technical Memo for Task 2 Alternatives, AC Meeting #3 Minutes, and AC Meeting #4 Minutes

Task 2 Analysis of Alternatives

Consultant will perform further analyses for alternatives meeting the primary objectives, including:

2.1 Hydrology/Hydraulic Analysis: Consultant will perform hydrologic and hydraulic modeling to determine if each solution satisfies the primary objectives.

2.2 Regulatory Permit Summary Report: Consultant will identify the regulatory permits required for each alternative.

2.3 Construction Constraints Summary Report: Consultant will analyze constructability of each alternative.

2.4 Construction Cost & Phasing Report: Consultant will estimate probable construction costs and estimate the duration of the construction period for each alternative.

2.5 Environmental Constraints Summary Report: Consultant will assess the potential impact to the environment for each alternative.

2.6 Conceptual Maintenance Plan: Consultant will assess the maintenance requirements for each alternative in relation to resources of the LACFCD.

2.7 Phase 1 - Environmental Assessment Report: Consultant will perform Phase 1 Environmental Site Assessments for each alternative.

2.8 Land Acquisition Summary Report: Consultant will determine the additional Rights of Way or Easements necessary for each alternative.

2.9 Multi/Joint-Use Summary Report: Consultant will analyze the potential for integrating recreation, open space, habitat etc. for each alternative.

2.10 Costs-Benefit Summary Report: Consultant will perform a cost-benefit analysis for each alternative.

2.11 Final Report: Consultant will summarize all analyses.

Task Deliverables: Final Report summarizing and compiling all analysis results

Task 3 Optimization of Combined Alternatives

3.1 Final Alternatives Exhibit Map: Consultant will determine the optimal combination of alternatives.

Task Deliverables: Summarize Findings and prepare Final Alternatives Exhibit Maps

Task 4 Community Outreach

4.1 Conduct Audit of Past and Current Perception of Project: Perform outreach with elected officials and research public opinion and opposition.

4.2 Develop Project Messaging: Develop messaging for materials, spokespeople, and meetings.

4.3 Identify and Develop Materials for Meetings: Create presentations, displays and handouts for meetings.

4.4 Meetings and Presentations: Consultant will organize and facilitate a series of 12 community meetings

Task Deliverables: Prepare presentation/exhibits/hand-outs and summarize each of the 12 meetings with comments and input from the public.

Task 5 Ranking of Identified Alternatives

5.1 Decision Workshop Meeting Summary: Provide meeting minutes.

5.2 Technical Memo of Alternative Evaluation Criteria and Rankings: Consultant will use their analyses, optimization, outreach, and Stakeholder input to develop ranked alternatives.

Task Deliverables: Develop Agenda, Goals and Objectives (draft and final) for the Decision Workshop Meeting and prepare Technical Memo with Alternative Evaluation and Alternative Rankings

Task 6 Final Reports

6.1 Flood Risk Mitigation Alternatives Study Report: Consultant will prepare a draft report that summarizes the identification, analyses, optimization, and ranking of alternatives.

6.2 Final Flood Risk Mitigation Alternatives Study Report: Consultant will prepare a final report that summarizes the identification, analyses, optimization, and ranking of alternatives.

Task Deliverables: Flood Risk Mitigation Alternatives Study Report and Final Flood Risk Mitigation Alternatives Study Report

Task 7 Facilitate Exchange of Information & Periodic Updates

7.1 Web Page and Email Notifications: Consultant will provide an internet web site for sharing information between consultant, LACFCD, and Stakeholders.

7.2 Provide Monthly Updates: Consultant will schedule and hold monthly meetings with the LACFCD.

Task Deliverables: SharePoint website and Monthly Meetings

C-2 Budget

The reasonable cost of the project is estimated to be \$3,063,299 and the State cost-share is an amount not to exceed \$1,684,814. The estimated cost of each project task and the State cost-share is estimated as follows:

| Project Task | | Overall Cost | Local Cost Share (45%) | State Cost Share (55%) |
|--------------|----------------------------------------------------|--------------------|------------------------|------------------------|
| 1 | Identification of Alternatives | \$148,398 | \$66,779 | \$81,619 |
| 1.1 | AC Kick-off Meeting Minutes | \$40,783 | | |
| 1.2 | Research Alternatives Technical Memo | \$56,797 | | |
| 1.3 | AC Meeting Number 2 Minutes | \$15,892 | | |
| 1.4 | Identification of Alternatives Technical Memo | \$3,142 | | |
| 1.5 | AC Meeting Number 3 Minutes | \$15,892 | | |
| 1.6 | AC Meeting Number 4 Minutes | \$15,892 | | |
| 2 | Analysis of Alternatives | \$2,295,018 | \$1,032,758 | \$1,262,260 |
| 2.1 | Hydrology/Hydraulic Analysis | \$1,462,974 | | |
| 2.2 | Regulatory Permit Summary Report | \$43,192 | | |
| 2.3 | Construction Constraints Summary Report | \$47,341 | | |
| 2.4 | Construction Costs and Phasing Report | \$143,609 | | |
| 2.5 | Environmental Constraints Summary Report | \$71,743 | | |
| 2.6 | Conceptual Maintenance Plan | \$43,284 | | |
| 2.7 | Phase 1 - Environmental Assessment Report | \$63,751 | | |
| 2.8 | Land Acquisition Summary Report | \$145,240 | | |
| 2.9 | Multi/Joint-Use Summary Report | \$170,390 | | |
| 2.1 | Costs Benefits Summary Report | \$66,985 | | |
| 2.11 | Final Report with Reproduction (\$5,158 Repro) | \$36,509 | | |
| 3 | Optimization of Combined Alternatives | \$75,709 | \$34,069 | \$41,640 |
| 3.1 | Final Alternatives Exhibit Map (\$5,000 Repro) | \$75,709 | | |
| 4 | Community Outreach | \$294,721 | \$132,624 | \$162,097 |
| 4.4 | 12 Community/Public Meetings | \$294,721 | | |
| 5 | Ranking of Identified Alternatives | \$43,497 | \$19,574 | \$23,923 |
| 5.1 | Decision Workshop Meeting Summary | \$29,954 | | |
| 5.2 | Alt Ranking and Evaluation Tech Memo | \$13,543 | | |
| 6 | Final Reports | \$44,046 | \$19,821 | \$24,225 |
| 6.1 | Draft Flood Risk Mitigation Report | \$24,280 | | |
| 6.2 | Final Flood Risk Mitigation Report (\$5,000 Repro) | \$19,766 | | |
| 7 | Project Management | \$161,910 | \$72,860 | \$89,051 |
| 7.1 | Create Webpage - SharePoint Site | \$21,962 | | |
| 7.2 | Monthly Progress Meetings | \$139,948 | | |
| TOTAL | | \$3,063,299 | \$1,378,485 | \$1,684,814 |

C-3 SCHEDULE

The project started May 10, 2010 and the Notice to Proceed was issued to the consultant on November 18, 2010. The project is estimated to require up to 41 months to complete. The current anticipated project completion date is April 7, 2014. The current dates for each project task are provided below:

| ID | Task Name | Start | Finish | Half 1 2010 | Half 2 2010 | Half 1 2011 | Half 2 2011 | Half 1 2012 | Half 2 2012 | Half 1 2013 | Half 2 2013 | Half 1 2014 | Half 2 2014 |
|----|-------------------------------------------------------------------------|---------------------|---------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1 | Project Management | Mon 05/10/10 | Mon 04/07/14 | J | J | J | J | J | J | J | J | J | J |
| 2 | Notice to Proceed | Thu 11/18/10 | Thu 11/18/10 | | | | | | | | | | |
| 3 | | | | | | | | | | | | | |
| 4 | Task 1 – Identification of Alternatives | Thu 10/07/10 | Fri 01/31/11 | | | | | | | | | | |
| 5 | 1.1 – Advisory Committee Kick-off Meeting Minutes | Fri 11/19/10 | Mon 03/21/11 | | | | | | | | | | |
| 6 | 1.2 – Draft Technical Memorandum | Thu 10/27/10 | Fri 05/04/12 | | | | | | | | | | |
| 7 | 1.3 – AC Meeting No. 2 Minutes | Wed 11/10/11 | Wed 12/27/11 | | | | | | | | | | |
| 8 | 1.4 – Draft TM for Task 2 Alternatives | Mon 02/20/12 | Mon 04/01/13 | | | | | | | | | | |
| 9 | 1.5 – AC Meeting No. 3 Meeting & Draft Minutes | Thu 03/21/13 | Wed 05/01/13 | | | | | | | | | | |
| 10 | 1.6 – AC Meeting No. 4 Meeting Minutes | Mon 01/13/14 | Fri 01/31/14 | | | | | | | | | | |
| 11 | Task 2 – Analysis of Alternatives | Mon 05/10/10 | Mon 04/07/14 | | | | | | | | | | |
| 12 | 2.1 – Hydrology/Hydraulic Analysis | Fri 11/19/10 | Wed 05/01/13 | | | | | | | | | | |
| 13 | 2.2 – Regulatory Permit Summary Report | Mon 05/10/10 | Tue 10/01/13 | | | | | | | | | | |
| 14 | 2.3 – Constructor Constraints Summary Report | Thu 02/14/12 | Mon 09/24/13 | | | | | | | | | | |
| 15 | 2.4 – Constructor Cost Pricing Report | Thu 04/05/12 | Mon 09/24/13 | | | | | | | | | | |
| 16 | 2.5 – Environmental Constraints Summary Report | Fri 04/06/12 | Tue 10/01/13 | | | | | | | | | | |
| 17 | 2.6 – Conceptual Maintenance Plan | Thu 04/05/12 | Mon 09/24/13 | | | | | | | | | | |
| 18 | 2.7 – Phase 1 – Environmental Assessment Report | Thu 04/05/12 | Tue 10/01/13 | | | | | | | | | | |
| 19 | 2.8 – Land Acquisition Summary Report | Thu 04/05/12 | Fri 11/01/13 | | | | | | | | | | |
| 20 | 2.9 – Multidisciplinary Use Summary Report | Wed 04/05/12 | Fri 11/01/13 | | | | | | | | | | |
| 21 | 2.10 – Costs Benefit Summary Report | Wed 04/05/12 | Fri 11/01/13 | | | | | | | | | | |
| 22 | 2.11 – Final Report | Mon 11/04/13 | Mon 04/07/14 | | | | | | | | | | |
| 23 | Task 3 – Optimization of Combined Alternatives | Thu 01/10/13 | Tue 12/03/13 | | | | | | | | | | |
| 24 | 3.1 – Final Alternatives Exhibit Map | Thu 01/10/13 | Tue 12/03/13 | | | | | | | | | | |
| 25 | Task 4 – Community Outreach | Wed 02/13/13 | Fri 01/31/14 | | | | | | | | | | |
| 26 | 4.1 – Conduct Audit of Past and Current Perception of Project | Tue 03/26/13 | Tue 04/16/13 | | | | | | | | | | |
| 27 | 4.2 – Develop Project Messaging | Tue 04/16/13 | Tue 05/14/13 | | | | | | | | | | |
| 28 | 4.3 – Identify and Develop Materials for Meetings | Wed 02/13/13 | Wed 04/27/13 | | | | | | | | | | |
| 29 | 4.4 – Meetings and Presentations | Wed 02/13/13 | Fri 01/31/14 | | | | | | | | | | |
| 30 | Task 5 – Ranking of Identified Alternatives | Thu 04/25/13 | Mon 07/01/13 | | | | | | | | | | |
| 31 | 5.1 – Decision Workshop Meeting Summary | Thu 04/25/13 | Wed 05/01/13 | | | | | | | | | | |
| 32 | 5.2 – TM of Alternative Evaluation Criteria and Rankings | Thu 04/25/13 | Mon 07/01/13 | | | | | | | | | | |
| 33 | Task 6 – Final Report | Wed 10/23/13 | Mon 04/07/14 | | | | | | | | | | |
| 34 | 6.1 – Flood Risk Mitigation Alternatives Study Reports | Wed 10/23/13 | Tue 12/01/13 | | | | | | | | | | |
| 35 | 6.2 – Final Flood Risk Mitigation Alternatives Study Report | Thu 01/24/14 | Mon 04/07/14 | | | | | | | | | | |
| 36 | Task 7 – Facilitate Exchange of Information and Periodic Updates | Mon 05/10/10 | Mon 03/03/14 | | | | | | | | | | |
| 37 | 7.1 – Web Page and Email Notifications | Mon 05/10/10 | Mon 03/03/14 | | | | | | | | | | |
| 38 | 7.2 – Provide Monthly Updates | Mon 05/10/10 | Mon 03/03/14 | | | | | | | | | | |

EXHIBIT D

DRAFT RESOLUTION ACCEPTING FUNDS

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Resolution No. _____ | |
| Resolved by the _____ | |
| <i>(Governing body, city council, or other)</i> | |
| of the _____ | |
| <i>(Funding Recipient-agency, city, county, or other)</i> | |
| that pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 that the funds awarded to _____ | |
| _____ by the California Department of | |
| <i>(Agency, city, county, or other)</i> | |
| Water Resources for a Local Levee Evaluation project titled: | |
| _____ are hereby accepted. | |
| <i>(Project title)</i> | |
| The _____ of the | |
| <i>(Presiding officer, president, city manager, or other official)</i> | |
| _____ is hereby authorized and directed to | |
| <i>(Agency, city, county, or other)</i> | |
| sign a Funding Agreement with the California Department of Water Resources and to sign requests for disbursements to be made under this Funding Agreement. | |
| Passed and adopted at a regular meeting of the _____ | |
| <i>(Board of Directors, Supervisors, etc.)</i> | |
| of the _____ | |
| <i>(Name of Funding Recipient)</i> | |
| on _____ | |
| <i>(Date)</i> | |
| <div style="border: 1px solid black; border-radius: 50%; width: 150px; height: 150px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">Affix official seal here</div> | Authorized Signature |
| | _____ |
| | Printed Name |
| | _____ |
| | Title |
| _____ | |
| Clerk/Secretary | |
| _____ | |

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works

Grant Project Title and Description Compton Creek and Dominguez Channel Flood Risk Mitigation Alternatives Study

The Study will identify, analyze, and rank alternatives to mitigate channel deficiencies identified by the LACFCD for levees along segments of Compton Creek and the Dominguez Channel.

Funding Agency

California Department of Water Resources

Program (Fed. Grant #/State Bill or Code #)

Local Levee Critical Repair and Local Levee Evaluation Grant under Proposition 84

Grant Acceptance Deadline

Total Amount of Grant Funding: \$1,684,814

County Match: \$1,378,485

Grant Period: Approximately 1.5 Years

Begin Date: Upon Board Approval **End Date:** October 7, 2014

Number of Personnel Hired Under This Grant: 0

Full Time: N/A

Part Time: N/A

Obligations Imposed on the County When the Grant Expires

| | | |
|-------------------------------------------------------------------------------------------------------|--|-----|
| Will all personnel hired for this program be informed this is a grant-funded program? | | N/A |
| Will all personnel hired for this program be placed on temporary ("N") items? | | N/A |
| Is the County obligated to continue this program after the grant expires? | | N/A |
| If the County is not obligated to continue this program after the grant expires, the Department will: | | |
| a.) Absorb the program cost without reducing other services | | N/A |
| b.) Identify other revenue sources (describe below) | | N/A |
| c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. | | N/A |

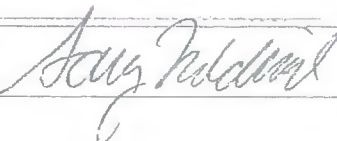
Impact of additional personnel on existing space:

N/A

Other requirements not mentioned above:

N/A

Department Head Signature



Date:

5-30-13